



SEATTLE CITY COUNCIL

Legislative Summary

CB 119457

Record No.: CB 119457

Type: Ordinance (Ord)

Status: Passed

Version: 1

Ord. no: Ord 125774

In Control: City Clerk

File Created: 01/02/2019

Final Action: 02/22/2019

Title: AN ORDINANCE granting Seattle Children's Research Institute permission to construct, install, and maintain one set of private communication conduits under and across Terry Avenue, south of Virginia Street and north of Stewart Street; and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Date

Notes:

Filed with City Clerk:

Mayor's Signature:

Sponsors: O'Brien

Vetoed by Mayor:

Veto Overridden:

Veto Sustained:

Attachments:

Drafter: amy.gray@seattle.gov

Filing Requirements/Dept Action:

History of Legislative File

Legal Notice Published:

☐ Yes

☐ No

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Mayor	01/15/2019	Mayor's leg transmitted to Council	City Clerk			
1	City Clerk	01/15/2019	sent for review	Council President's Office			
	Action Text: The Council Bill (CB) was sent for review. to the Council President's Office						
	Notes:						
1	Council President's Office	01/17/2019	sent for review	Sustainability and Transportation Committee			
	Action Text: The Council Bill (CB) was sent for review. to the Sustainability and Transportation Committee						
	Notes:						

1	City Council	01/28/2019	referred	Sustainability and Transportation Committee	
1	Sustainability and Transportation Committee	02/05/2019	pass		Pass
	Action Text: The Committee recommends that City Council pass the Council Bill (CB).				
	In Favor: 1 Chair O'Brien				
	Opposed: 0				
1	City Council	02/19/2019	passed		Pass
	Action Text: The Council Bill (CB) was passed by the following vote, and the President signed the Bill:				
	Notes:				
	In Favor: 8 Councilmember Bagshaw, Councilmember González , Council President Harrell, Councilmember Herbold, Councilmember Johnson, Councilmember Juarez, Councilmember Mosqueda, Councilmember Sawant				
	Opposed: 0				
1	City Clerk	02/22/2019	submitted for Mayor's signature	Mayor	
1	Mayor	02/22/2019	Signed		
1	Mayor	02/22/2019	returned	City Clerk	
1	City Clerk	02/22/2019	attested by City Clerk		
	Action Text: The Ordinance (Ord) was attested by City Clerk.				
	Notes:				

CITY OF SEATTLE

ORDINANCE 125774

COUNCIL BILL 119457

AN ORDINANCE granting Seattle Children's Research Institute permission to construct, install, and maintain one set of private communication conduits under and across Terry Avenue, south of Virginia Street and north of Stewart Street; and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

WHEREAS, Seattle Children's Research Institute applied for permission to construct, install, and maintain one set of private communication conduits, under and across Terry Avenue, south of Virginia Street and north of Stewart Street, and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue, as part of the Seattle Children's Research Institute's projects located at 1900 9th Avenue, 1915 Terry Avenue, and 1920 Terry Avenue; and

WHEREAS, the communication conduits will connect the existing research laboratory at 1900 9th Avenue, the existing office building at 1915 Terry Avenue, and the proposed research laboratory at 1920 Terry Avenue for data transfer between all three buildings; and

WHEREAS, the adoption of this ordinance is the culmination of the approval process for the communication conduits to legally occupy a below-grade portion of the public right-of-way; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. **Permission.** Subject to the terms and conditions of this ordinance, The City of Seattle ("City") grants permission (also referred to in this ordinance as a permit) to Seattle

Children's Research Institute, and its successors and assigns as approved by the Director of the Seattle Department of Transportation ("Director") according to Section 14 of this ordinance (the party named above and each such approved successor and assign are referred to as "Permittee"), to construct, install, and maintain two sets of communication conduits (collectively referred to as the "communication conduits"). One set, located under and across Terry Avenue, south of Virginia Street and north of Stewart Street, consists of two 4-inch communication conduits. The other set, located under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue, consists of two 4-inch communication conduits. The communication conduits are adjacent in whole or in part to the properties legally described as:

1920 Terry Avenue

Lots 1 through 6, Block 41 of Second Addition to the Town of Seattle, as laid off by the heirs of Sarah A. Bell (deceased) (commonly known as the heirs of Sarah A. Bell's Second Addition to the City of Seattle), according to the plat recorded under volume 1 of plats at page 121, in King County, Washington.

1915 Terry Avenue

Lots 7 through 12, inclusive, Block 35, Second Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased, commonly known as "The Heirs of Sarah A. Bell's 2nd Addition to the City of Seattle", according to the plat recorded in Volume 1 of Plats, Page 121, in King County, Washington.

Except therefrom that portion of said Lot 12 now within the right of way of Stewart Street.

1900 9th Avenue

Lots 1 through 3, Block 35, Second Addition to the Town of Seattle as laid off by the Heirs of Sarah A. Bell, deceased, commonly known as "The Heirs of Sarah A. Bell's 2nd Addition to the City of Seattle", according to the plat recorded in Volume 1 of Plats, Page 121, in King County, Washington.

Except portion of lot 1 for street, as condemned under superior court cause number 58229, pursuant to City of Seattle Ordinance Number 14881.

Section 2. **Term.** The permission granted to Permittee is for a term of ten years starting on the effective date of this ordinance and ending at 11:59 p.m. on the last day of the tenth year.

1 Upon written application made by the Permittee at least 180 days before expiration of the term,
2 the Director or the City Council may renew the permit twice, each time for a successive ten-year
3 term, subject to the right of the City to require the removal of the communication conduits or to
4 revise by ordinance any of the terms and conditions of the permission granted by this ordinance.
5 The total term of the permission, including renewals, shall not exceed 30 years. The Permittee
6 shall submit any application for a new permission no later than 180 days prior to the expiration
7 of the then-existing term.

8 **Section 3. Protection of utilities.** The permission granted is subject to the Permittee
9 bearing the expense of any protection, support, or relocation of existing utilities deemed
10 necessary by the owners of the utilities, and the Permittee being responsible for any damage to
11 the utilities due to the construction, repair, reconstruction, maintenance, operation, or removal of
12 the communication conduits and for any consequential damages that may result from any
13 damage to utilities or interruption in service caused by any of the foregoing.

14 **Section 4. Removal for public use or for cause.** The permission granted is subject to use
15 of the street right-of-way or other public place (collectively, "public place") by the City and the
16 public for travel, utility purposes, and other public uses or benefits. The City expressly reserves
17 the right to deny renewal, or terminate the permission at any time prior to expiration of the initial
18 term or any renewal term, and require the Permittee to remove the communication conduits, or
19 any part thereof or installation on the public place, at the Permittee's sole cost and expense in the
20 event that:

21 (a) The City Council determines by ordinance that the space occupied by the
22 communication conduits is necessary for any public use or benefit or that the communication
23 conduits interfere with any public use or benefit; or

1 (b) The Director determines that use of the communication conduits has been
2 abandoned; or

3 (c) The Director determines that any term or condition of this ordinance has been
4 violated, and the violation has not been corrected by the Permittee by the compliance date after a
5 written request by the City to correct the violation (unless a notice to correct is not required due
6 to an immediate threat to the health or safety of the public).

7 A City Council determination that the space is needed for, or the communication conduits
8 interfere with, a public use or benefit is conclusive and final without any right of the Permittee to
9 resort to the courts to adjudicate the matter.

10 Section 5. **Permittee's obligation to remove and restore.** If the permission granted is
11 not renewed at the expiration of a term, or if the permission expires without an application for a
12 new permission being granted, or if the City terminates the permission, then within 90 days after
13 the expiration or termination of the permission, or prior to any earlier date stated in an ordinance
14 or order requiring removal of the communication conduits, the Permittee shall, at its own
15 expense, remove the communication conduits and all of the Permittee's equipment and property
16 from the public place and replace and restore all portions of the public place that may have been
17 disturbed for any part of the communication conduits in as good condition for public use as
18 existed prior to construction of the communication conduits and in at least as good condition in
19 all respects as the abutting portions of the public place as required by Seattle Department of
20 Transportation (SDOT) right-of-way restoration standards.

21 Failure to remove the communication conduits as required by this section is a violation of
22 Chapter 15.90 of the Seattle Municipal Code (SMC) or successor provision; however,
23 applicability of Chapter 15.90 does not eliminate any remedies available to the City under this

1 ordinance or any other authority. If the Permittee does not timely fulfill its obligations under this
2 section, the City may in its sole discretion remove the communication conduits and restore the
3 public place at the Permittee's expense, and collect such expense in any manner provided by law.

4 Upon the Permittee's completion of removal and restoration in accordance with this
5 section, or upon the City's completion of the removal and restoration and the Permittee's
6 payment to the City for the City's removal and restoration costs, the Director shall then issue a
7 certification that the Permittee has fulfilled its removal and restoration obligations under this
8 ordinance. Upon prior notice to the Permittee and entry of written findings that it is in the public
9 interest, the Director may, in the Director's sole discretion, conditionally or absolutely excuse the
10 Permittee from compliance with all or any of the Permittee's obligations under this section.

11 Section 6. **Repair or reconstruction.** The communication conduits shall remain the
12 exclusive responsibility of the Permittee and the Permittee shall maintain the communication
13 conduits in good and safe condition for the protection of the public. The Permittee shall not
14 reconstruct or repair the communication conduits except in strict accordance with plans and
15 specifications approved by the Director. The Director may, in the Director's judgment, order the
16 communication conduits reconstructed or repaired at the Permittee's cost and expense because
17 of: the deterioration of the communication conduits; the installation, construction, reconstruction,
18 maintenance, operation, or repair of any municipally-owned public utilities; or for any other
19 cause.

20 Section 7. **Failure to correct unsafe condition.** After written notice to the Permittee and
21 failure of the Permittee to correct an unsafe condition within the time stated in the notice, the
22 Director may order the communication conduits be removed at the Permittee's expense if the

1 Director deems that the communication conduits create a risk of injury to the public. If there is
2 an immediate threat to the health or safety of the public, a notice to correct is not required.

3 Section 8. **Continuing obligations.** Notwithstanding termination or expiration of the
4 permission granted, or removal of the communication conduits, the Permittee shall remain bound
5 by all of its obligations under this ordinance until the Director has issued a certification that the
6 Permittee has fulfilled its removal and restoration obligations under Section 5 of this ordinance.
7 Notwithstanding the issuance of that certification, the Permittee shall continue to be bound by
8 the obligations in Section 9 of this ordinance and shall remain liable for any unpaid fees assessed
9 under Section 17 of this ordinance.

10 Section 9. **Release, hold harmless, indemnification, and duty to defend.** The
11 Permittee, by accepting the terms of this ordinance, releases the City, its officials, officers,
12 employees, and agents from any and all claims, actions, suits, liability, loss, costs, expense,
13 attorneys' fees, or damages of every kind and description arising out of or by reason of the
14 communication conduits or this ordinance, including but not limited to claims resulting from
15 injury, damage, or loss to the Permittee or the Permittee's property.

16 The Permittee agrees to at all times defend, indemnify, and hold harmless the City, its
17 officials, officers, employees, and agents from and against all claims, actions, suits, liability,
18 loss, costs, expense, attorneys' fees, or damages of every kind and description, excepting only
19 damages that may result from the sole negligence of the City, that may accrue to, be asserted by,
20 or be suffered by any person or property including, without limitation, damage, death, or injury
21 to members of the public or to the Permittee's officers, agents, employees, contractors, invitees,
22 tenants, tenants' invitees, licensees, or successors and assigns, arising out of or by reason of:

1 (a) The existence, condition, construction, reconstruction, modification, maintenance,
2 operation, use, or removal of the communication conduits;

3 (b) Anything that has been done or may at any time be done by the Permittee by
4 reason of this ordinance; or

5 (c) The Permittee failing or refusing to strictly comply with every provision of this
6 ordinance; or arising out of or by reason of the communication conduits or this ordinance in any
7 other way.

8 If any suit, action, or claim of the nature described above is filed, instituted, or begun
9 against the City, the Permittee shall upon notice from the City defend the City, with counsel
10 acceptable to the City, at the sole cost and expense of the Permittee, and if a judgment is
11 rendered against the City in any suit or action, the Permittee shall fully satisfy the judgment
12 within 90 days after the action or suit has been finally determined, if determined adversely to the
13 City. If it is determined by a court of competent jurisdiction that Revised Code of Washington
14 (RCW) 4.24.115 applies to this ordinance, then in the event claims or damages are caused by or
15 result from the concurrent negligence of the City, its agents, contractors, or employees, and the
16 Permittee, its agents, contractors, or employees, this indemnity provision shall be valid and
17 enforceable only to the extent of the negligence of the Permittee or the Permittee's agents,
18 contractors, or employees.

19 Section 10. **Insurance.** For as long as the Permittee exercises any permission granted by
20 this ordinance and until the Director has issued a certification that the Permittee has fulfilled its
21 removal and restoration obligations under Section 5 of this ordinance, the Permittee shall obtain
22 and maintain in full force and effect, at its own expense, insurance and/or self-insurance that

1 protects the Permittee and the City from claims and risks of loss from perils that can be insured
2 against under commercial general liability (CGL) insurance policies in conjunction with:

3 (a) Construction, reconstruction, modification, operation, maintenance, use,
4 existence, or removal of the communication conduits, as well as restoration of any disturbed
5 areas of the public place in connection with removal of the communication conduits;

6 (b) The Permittee's activity upon or the use or occupation of the public place
7 described in Section 1 of this ordinance; and

8 (c) Claims and risks in connection with activities performed by the Permittee by
9 virtue of the permission granted by this ordinance.

10 Minimum insurance requirements are CGL insurance written on an occurrence form at
11 least as broad as the Insurance Services Office (ISO) CG 00 01. The City requires insurance
12 coverage to be placed with an insurer admitted and licensed to conduct business in Washington
13 State or with a surplus lines carrier pursuant to chapter 48.15 RCW. If coverage is placed with
14 any other insurer or is partially or wholly self-insured, such insurer(s) or self-insurance is subject
15 to approval by the City's Risk Manager.

16 Minimum limits of liability shall be \$2,000,000 per Occurrence; \$4,000,000 General
17 Aggregate; \$2,000,000 Products/Completed Operations Aggregate, including Premises
18 Operations; Personal/Advertising Injury; Contractual Liability. Coverage shall include "The City
19 of Seattle, its officers, officials, employees and agents" as additional insureds for primary and
20 non-contributory limits of liability subject to a Separation of Insureds clause.

21 Within 60 days after the effective date of this ordinance, the Permittee shall provide to
22 the City, or cause to be provided, certification of insurance coverage including an actual copy of
23 the blanket or designated additional insured policy provision per the ISO CG 20 12 endorsement

1 or equivalent. The insurance coverage certification shall be delivered or sent to the Director or to
2 SDOT at an address as the Director may specify in writing from time to time. The Permittee shall
3 provide a certified complete copy of the insurance policy to the City promptly upon request.

4 If the Permittee is self-insured, a letter of certification from the Corporate Risk Manager
5 may be submitted in lieu of the insurance coverage certification required by this ordinance, if
6 approved in writing by the City's Risk Manager. The letter of certification must provide all
7 information required by the City's Risk Manager and document, to the satisfaction of the City's
8 Risk Manager, that self-insurance equivalent to the insurance requirements of this ordinance is in
9 force. After a self-insurance certification is approved, the City may from time to time
10 subsequently require updated or additional information. The approved self-insured Permittee
11 must provide 30 days' prior notice of any cancellation or material adverse financial condition of
12 its self-insurance program. The City may at any time revoke approval of self-insurance and
13 require the Permittee to obtain and maintain insurance as specified in this ordinance.

14 In the event that the Permittee assigns or transfers the permission granted by this
15 ordinance, the Permittee shall maintain in effect the insurance required under this section until
16 the Director has approved the assignment or transfer pursuant to Section 14 of this ordinance.

17 Section 11. **Contractor insurance.** The Permittee shall contractually require that any and
18 all of its contractors performing work on any premises contemplated by this permit name "The
19 City of Seattle, its officers, officials, employees and agents" as additional insureds for primary
20 and non-contributory limits of liability on all CGL, Automobile and Pollution liability insurance
21 and/or self-insurance. The Permittee shall also include in all contract documents with its
22 contractors a third-party beneficiary provision extending to the City construction indemnities and
23 warranties granted to the Permittee.

1 **Section 12. Performance bond.** Within 60 days after the effective date of this ordinance,
2 the Permittee shall deliver to the Director for filing with the City Clerk a sufficient bond
3 executed by a surety company authorized and qualified to do business in the State of Washington
4 that is: in the amount of \$18,500, and conditioned with a requirement that the Permittee shall
5 comply with every provision of this ordinance and with every order the Director issues under this
6 ordinance. The Permittee shall ensure that the bond remains in effect until the Director has issued
7 a certification that the Permittee has fulfilled its removal and restoration obligations under
8 Section 5 of this ordinance. An irrevocable letter of credit approved by the Director in
9 consultation with the City Attorney's Office may be substituted for the bond. In the event that
10 the Permittee assigns or transfers the permission granted by this ordinance, the Permittee shall
11 maintain in effect the bond or letter of credit required under this section until the Director has
12 approved the assignment or transfer pursuant to Section 14 of this ordinance.

13 **Section 13. Adjustment of insurance and bond requirements.** The Director may adjust
14 minimum liability insurance levels and surety bond requirements during the term of this
15 permission. If the Director determines that an adjustment is necessary to fully protect the
16 interests of the City, the Director shall notify the Permittee of the new requirements in writing.
17 The Permittee shall, within 60 days of the date of the notice, provide proof of the adjusted
18 insurance and surety bond levels to the Director.

19 **Section 14. Consent for and conditions of assignment or transfer.** When the Property
20 is transferred, the permission granted by this ordinance shall be assignable and transferable by
21 operation of law pursuant to Section 20 of this ordinance. Prior to transfer, the successor owner
22 of the Property shall accept in writing all of the terms and conditions of the permission granted
23 by this ordinance and the new owner of the Property shall be conferred with the rights and

obligations of Permittee by this ordinance. Other than a transfer to a new owner of the Property, Permittee shall not transfer, assign, mortgage, pledge, or encumber the same without the Director's consent, which the Director shall not unreasonably refuse. The Director may approve assignment or transfer of the permission granted by this ordinance to a successor entity only if the successor or assignee has accepted in writing all of the terms and conditions of the permission granted by this ordinance; has provided, at the time of the acceptance, the bond and certification of insurance coverage required under this ordinance; and has paid any fees due under Section 15 and Section 17 of this ordinance. Upon the Director's approval of an assignment or transfer, the rights and obligations conferred on the Permittee by this ordinance shall be conferred on the successors and assigns. Any person or entity seeking approval for an assignment or transfer of the permission granted by this ordinance shall provide the Director with a description of the current and anticipated use of the communication conduits.

Section 15. **Inspection fees.** The Permittee shall, as provided by SMC Chapter 15.76 or successor provision, pay the City the amounts charged by the City to inspect the communication conduits during construction, reconstruction, repair, annual safety inspections, and at other times deemed necessary by the City. An inspection or approval of the communication conduits by the City shall not be construed as a representation, warranty, or assurance to the Permittee or any other person as to the safety, soundness, or condition of the communication conduits. Any failure by the City to require correction of any defect or condition shall not in any way limit the responsibility or liability of the Permittee.

Section 16. **Inspection reports.** The Permittee shall submit to the Director, or to SDOT at an address specified by the Director, an inspection report that:

- (a) Describes the physical dimensions and condition of all load-bearing elements;

(b) Describes any damages or possible repairs to any element of the communication conduits;

(c) Prioritizes all repairs and establishes a timeframe for making repairs; and

(d) Is stamped by a professional structural engineer licensed in the State of Washington.

In the event of a natural disaster or other event that may have damaged the communication conduits, the Director may require that additional reports be submitted by a date established by the Director. The Permittee has the duty of inspecting and maintaining the communication conduits. The responsibility to submit structural inspection reports periodically or as required by the Director does not waive or alter any of the Permittee's other obligations under this ordinance. The receipt of any reports by the Director shall not create any duties on the part of the Director. Any failure by the Director to require a report, or to require action after receipt of any report, shall not waive or limit the obligations of the Permittee.

Section 17. Annual fee. Beginning on the effective date of this ordinance, and annually thereafter, the Permittee shall promptly pay to the City, upon statements or invoices issued by the Director, an annual fee of \$2,841.60, or as adjusted annually thereafter, for the privileges granted by this ordinance.

Adjustments to the annual fee shall be made in accordance with a term permit fee schedule adopted by the City Council and may be made every year. In the absence of a schedule, the Director may only increase or decrease the previous year's fee to reflect any inflationary changes so as to charge the fee in constant dollar terms. This adjustment will be calculated by adjusting the previous year's fee by the percentage change between the two most recent year-end values available for the Consumer Price Index for the Seattle-Tacoma-Bremerton Area, All

1 Urban Consumers, All Products, Not Seasonally Adjusted. All payments shall be made to the
2 City Finance Director for credit to the Transportation Fund.

3 **Section 18. Compliance with other laws.** Permittee shall construct, maintain, and
4 operate the communication conduits in compliance with all applicable federal, state, County and
5 City laws and regulations. Without limitation, in all matters pertaining to the communication
6 conduits, the Permittee shall comply with the City's laws prohibiting discrimination in
7 employment and contracting including Seattle's Fair Employment Practices Ordinance, Chapter
8 14.04, and Fair Contracting Practices code, Chapter 14.10 (or successor provisions).

9 **Section 19. Acceptance of terms and conditions.** The Permittee shall deliver to the
10 Director its written signed acceptance of the terms of this ordinance within 60 days after the
11 effective date of this ordinance. The Director shall file the written acceptance with the City
12 Clerk. If no such acceptance is received within that 60-day period, the privileges conferred by
13 this ordinance shall be deemed declined or abandoned and the permission granted deemed lapsed
14 and forfeited. The Permittee shall not commence construction of the communication conduits
15 prior to the Permittee delivering its written signed acceptance of the terms of this ordinance and
16 providing the bond and certification of insurance coverage required by this ordinance as well as
17 the covenant agreement required by Section 20 of this ordinance.

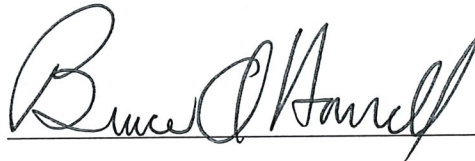
18 **Section 20. Obligations run with the Property.** The obligations and conditions imposed
19 on the Permittee by and through this ordinance are covenants that run with the land and bind
20 subsequent owners of the property adjacent to the communication conduits and legally described
21 in Section 1 of this ordinance ("Property"), regardless of whether the Director has approved
22 assignment or transfer of the permission granted herein to such subsequent owner(s). At the
23 request of the Director, Permittee shall provide to the Director a current title report showing the

1 identity of all owner(s) of the Property and all encumbrances on the Property. The Permittee
2 shall, within 60 days of the effective date of this ordinance, and prior to conveying any interest in
3 the Property, deliver to the Director upon a form to be supplied by the Director a covenant
4 agreement imposing the obligations and conditions set forth in this ordinance, signed and
5 acknowledged by the Permittee and any other owner(s) of the Property and recorded with the
6 King County Recorder's Office. The Director shall file the recorded covenant agreement with the
7 City Clerk. The covenant agreement shall reference this ordinance by its ordinance number. At
8 the request of the Director, Permittee shall cause encumbrances on the Property to be
9 subordinated to the covenant agreement.

10 Section 21. **Section titles.** Section titles are for convenient reference only and do not
11 modify or limit the text of a section.

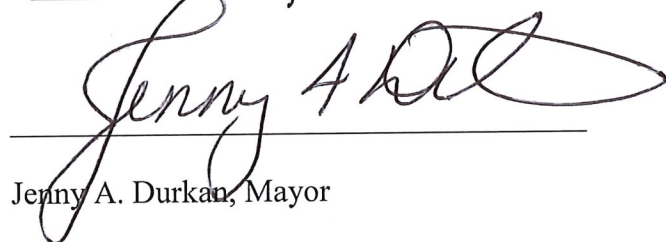
Section 22. This ordinance shall take effect and be in force 30 days after its approval by the Mayor, but if not approved and returned by the Mayor within ten days after presentation, it shall take effect as provided by Seattle Municipal Code Section 1.04.020.

Passed by the City Council the 19th day of February, 2019,
and signed by me in open session in authentication of its passage this 19th day of February, 2019.



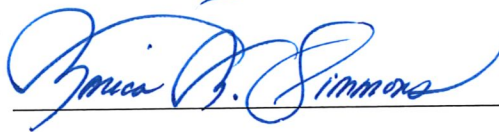
President _____ of the City Council

Approved by me this 22nd day of February, 2019.



Jenny A. Durkan, Mayor

Filed by me this 22nd day of February, 2019.



Monica Martinez Simmons, City Clerk

(Seal)

SUMMARY and FISCAL NOTE*

Department:	Dept. Contact/Phone:	CBO Contact/Phone:
Seattle Department of Transportation	Amy Gray/206-386-4638	Christie Parker/206-684-5211

1. BILL SUMMARY

Legislation Title:

AN ORDINANCE granting Seattle Children's Research Institute permission to construct, install, and maintain one set of private communication conduits under and across Terry Avenue, south of Virginia Street and north of Stewart Street; and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Summary and background of the Legislation:

This legislation will allow Seattle Children's Research Institute to maintain and operate two sets of private communication conduits under and across Terry Avenue and under and across the alley between Virginia Street and Stewart Street. The permit is for a period of ten years, commencing on the effective date of the ordinance. The permit may be extended for two successive 10-year terms. The legislation specifies the conditions under which permission is granted.

2. CAPITAL IMPROVEMENT PROGRAM

Does this legislation create, fund, or amend a CIP Project? ☐ Yes ☒ No

3. SUMMARY OF FINANCIAL IMPLICATIONS

Does this legislation amend the Adopted Budget? ☒ Yes ☐ No

Appropriation change (\$):	General Fund \$		Other \$	
	2019	2020	2019	2020
Estimated revenue change (\$):	Revenue to General Fund		Revenue to Other Funds	
	2019	2020	2019	2020
			\$2,841.60	TBD
Positions affected:	No. of Positions		Total FTE Change	
	2019	2020	2019	2020

Does the legislation have other financial impacts to the City of Seattle that are not reflected in the above, including direct or indirect, short-term or long-term costs?

No.

Is there financial cost or other impacts of *not* implementing the legislation?

If the legislation is not enacted by City Council, the City of Seattle will not receive the 2019 annual fee.

3.d. Appropriations

☐ This legislation adds, changes, or deletes appropriations.

3.e. Revenues/Reimbursements

☒ This legislation adds, changes, or deletes revenues or reimbursements.

Anticipated Revenue/Reimbursement Resulting from this Legislation:

Fund Name and Number	Dept	Revenue Source	2019 Revenue	2020 Estimated Revenue
Transportation Fund	SDOT	Annual Fee	\$2,841.60	TBD
TOTAL			\$2,841.60	TBD

Is this change one-time or ongoing?

On-going

Revenue/Reimbursement Notes:

The 2019 annual fee is based on the assessed land value by King County. The 2020 fee will be based on the 2020 assessed land value by King County.

3.f. Positions

☐ This legislation adds, changes, or deletes positions.

4. OTHER IMPLICATIONS

a. Does this legislation affect any departments besides the originating department?

No.

b. Is a public hearing required for this legislation?

No.

c. Does this legislation require landlords or sellers of real property to provide information regarding the property to a buyer or tenant?

No.

d. Is publication of notice with *The Daily Journal of Commerce* and/or *The Seattle Times* required for this legislation?

No.

e. Does this legislation affect a piece of property?

Yes, the property as legally described in Section 1 of the Council Bill.

f. Please describe any perceived implication for the principles of the Race and Social Justice Initiative. Does this legislation impact vulnerable or historically disadvantaged communities?

There are no perceived implications for the principles of the Race and Social Justice Initiative. This legislation does not impact vulnerable or historically disadvantaged communities.

g. If this legislation includes a new initiative or a major programmatic expansion: What are the specific long-term and measurable goal(s) of the program? How will this legislation help achieve the program's desired goal(s).

N/A

List attachments/exhibits below:

Summary Attachment A – SCRI Private Communication Conduits Area Map

Summary Attachment B – SCRI Annual Fee Assessment

STATE OF WASHINGTON -- KING COUNTY

--SS.

371214

No.

CITY OF SEATTLE, CLERKS OFFICE

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT;125772-125777 TITLE

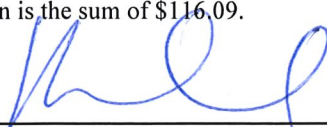
was published on

03/08/19

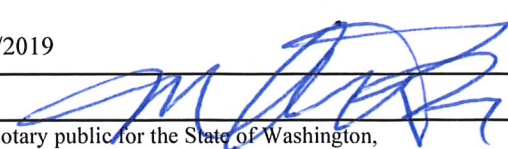
The amount of the fee charged for the foregoing publication is the sum of \$116.09.



Affidavit of Publication


Subscribed and sworn to before me on

03/08/2019


Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

The full text of the following legislation, passed by the City Council on February 19, 2019, and published below by title only, will be mailed upon request, or can be accessed at <http://seattle.legistar.com>. For information on upcoming meetings of the Seattle City Council, please visit <http://www.seattle.gov/council/calendar>.

Ordinance 125772

Council Bill 119463

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125773

Council Bill 119459

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

Ordinance 125774

Council Bill 119457

AN ORDINANCE granting Seattle Children's Research Institute permission to construct, install, and maintain one set of private communication conduits under and across Terry Avenue, south of Virginia Street and north of Stewart Street; and one set of private communication conduits under and across the alley between Virginia Street and Stewart Street, north of 9th Avenue and south of Terry Avenue; for a ten-year term, renewable for two successive ten-year terms; specifying the conditions under which this permit is granted; and providing for the acceptance of the permit and conditions.

Ordinance 125775

Council Bill 119439

AN ORDINANCE relating to land use and zoning; amending Section 23.41.010 of the Seattle Municipal Code to approve the 2019 Uptown Neighborhood Design Guidelines.

Ordinance 125776

Council Bill 119362

AN ORDINANCE relating to land use and zoning; amending Section 23.41.010 of the Seattle Municipal Code to approve the 2018 University District Neighborhood Design Guidelines.

Ordinance 125777

Council Bill 119454

AN ORDINANCE relating to The City of Seattle's Myrtle reservoir radio transmitter facility; authorizing the Director of Finance and Administrative Services to execute a lease with King County for its use of part of the radio-transmitter facility for the new, regional Puget Sound Emergency Radio Network; declaring the part of the facility leased for King County's use to be surplus to the City's utility needs; and ratifying and confirming certain prior acts.

Date of publication in the Seattle Daily Journal of Commerce, March 8, 2019.

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